

## Policy Schedule



PI & LIABILITY UNDERWRITING MANAGERS

### A C and E PI & Liability Underwriting Managers (Pty) Ltd

7th Floor Office Tower, Bedford Centre, Smith Street, Bedfordview

P O Box 752189, Gardenview, 2047, Republic of South Africa

Tel: 011 615 7529 Fax: 011 615 9360 Website: [www.engineeringace.co.za](http://www.engineeringace.co.za)

Company Registration Number: 2013/145635/07

VAT registration Number: 4090266018

Licensed FSB Financial Service Provider (FSB License No. 45553)

---

**Insurer :** New National Assurance Co Ltd

**Broker :** Roleen Mulder T/as Grator Insurance Brokers

**Marketer :** Jabeen Hamdani

**Policy No :** ACE98177PL

**File No :** PL21/JH35911

**Frequency :** Monthly

**Payment Method :** Debit Order

**Wording :** PL - General Public Liability

---

**The Insured :** Ducor Civils CC

**Address :** 893 Stangeria  
MONTANAPARK  
Pretoria  
0182

**Business Description :** Civil Engineering Contractor

**Period of Insurance :** (a) From 01 June 2021 to 31 May 2022 (both dates inclusive)  
(b) Any subsequent period for which the Insurer agrees to renew this policy or any section thereof.

**Policy Renewal Date :** 01 June 2022

**Endorsement Date :** 01 June 2021

**Endorsement Reason :** Renewal

**Policy Status :** In Force

---

(All Premiums are inclusive of V. A. T. @ 15% - New National Assurance Co Ltd VAT No. 4380101289). In terms of a ruling issued by SARS, this document together with proof of payment of premium constitutes an alternative to a tax invoice, debit note or credit note as contemplated in sections 20(7) and 21(5) of the VAT Act respectively. This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

Signed on behalf of New National Assurance Co Ltd at Johannesburg on 04/06/2021

## PL - General Public Liability

<b>Client Name:</b> Ducor Civils CC	<b>Policy No:</b> ACE98177PL
-------------------------------------	------------------------------

### PREMIUM SUMMARY

Section	Cover included	Amendments		Monthly Premium	
General Contractors Public Liability	Yes	R	2,916.66	R	2,916.66
	<b>Total premium</b>	R	<b>2,916.66</b>	R	<b>2,916.66</b>
	<b>Total 15% VAT Included)</b>	R	<b>2,916.66</b>	R	<b>2,916.66</b>

This Schedule becomes a tax invoice after inception of the cover when payment of the amount due has been made. The TOTAL PAYMENT includes V.A.T. and Commission of R 583.33, VAT at the rate of 15% is included in the total premium.

This document is compliant with the Commissioner's direction in terms of section 20(7) or 21(5) (as the case may be) of the Value Added Tax Act No 89 of 1991. Proof of payment of the premium (for example a bank statement) and the possession of this policy document will suffice as a valid tax invoice for the purposes of claiming an input tax deduction.

### POLICY MEMORANDA

#### Premium obligations and consequences of non-payment of premiums

This Policy is subject to premium payment payable in terms of the Short-Term Insurance Act (No. 53 of 1998).

The Policyholder Protection Rules under section 55 of the Short-Term Insurance Act (No.53 of 1998) affords the insured a grace period of 15 days from the payment due date as per the Policy Schedule. The grace period does not apply to the month of inception and only comes into effect the month following the inception of a policy.

It is hereby noted that premiums are payable in advance either on the first of the month or as agreed and indicated by your payment method on the policy schedule.

The implications of a failure to pay the policy premium as per the regulations will result in a provision of this policy to be voided to the extent that the Act provides expressly or by implication that the Underwriter on behalf of the Insurer may repudiate a claim because the premium was not paid on the due date even though payment was made during the grace period referred to in Rule 15 of the Policyholder Protection Rules (Short-Term Insurance), Section 55 of Short-Term Insurance Act of 1998, whether or not the payment was made prior to the event giving rise to the claim. The Act further allows an insurer to terminate a policy with immediate effect due to non-payment of a premium. If premium payment is not received by the end of the aforementioned grace period, then your policy shall be deemed as cancelled. The cancellation will be dated the 1st day following the last month for which premiums were received.

# PL - General Public Liability

**Client Name:** Ducor Civils CC

**Policy No:** ACE98177PL

## GENERAL PUBLIC LIABILITY

			Indemnity Limit	Annual Premium
<b>DETAILS</b>				
Retroactive Date	: 2017/06/01	<b>Deductible</b> 1% of claim min R 10 000	R10 000 000	R35 000.00
<b>CLAUSES AND EXTENSIONS</b>				
	<b>Included</b>	<b>Deductible</b>		
Emergency Medical Expenses	Yes	R5 000	R150 000	
Pollution (sudden and unforeseen)	Yes	1% of claim min R10 000	Included in GPL	
Spread of Fire	Yes	1% of claim min R10 000	R1 000 000	
Statutory Legal Defence Costs	Yes	R5 000	R500 000	
Work Away	Yes	1% of claim min R10 000	Included in GPL	
<b>TOTAL</b>				<b>R35 000.00</b>

### ADDITIONAL NOTES

NOTE: Territorial Limits are Worldwide (Excluding USA and Canada)  
Limits of Indemnity (Excluding 15% VAT) are on an Each & Every Loss basis except for:  
Spread of Fire which is in the Annual Aggregate during the period of insurance.

### Conditions:

1. Policy Deductibles are VAT neutral.
2. All cover is on a "Claims Made" basis.
3. The premium is inclusive of 20% Broker Commission and 15% Ancillary Fee.
4. War, terrorism, riot, strike, civil commotion, asbestos, computer losses, gradual pollution is excluded.
5. Signed proposal form - The premiums herein are based on the information provided in the signed Proposal Form.
6. Sanctions Clause. No (re)insurer shall be deemed to provide cover and no (re)insurer shall be liable to pay any claim or pay any benefit under the policy to the extent that the provision of such cover payment of such claim or provision of such benefit would expose that (re)insurer to any sanction, prohibition or restriction under the United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America or any of its states.
7. It is a condition that the Insured be suitably qualified.
8. Sites should be marked off with access control where applicable.

### Specific Exclusions:

1. The Insurers will not indemnify the Insured for any claims associated with legal liability, including any liability for errors and omissions in the performance of professional duties, costs, expenses or any consequential losses arising out of and/or directly or indirectly caused by any Pandemic and/or infectious diseases, including but not limited to any virus, bacterial infection or immune deficiency diseases.
2. The policy will not respond to claim resulting from damage to existing or caused to existing services, underground services and servitudes.

### Warranty

Warranted that there are no known claims/incidents that could lead to a claim under this policy from the date of the submitted proposal form and date of acceptance of the policy.

### Annual premium paid monthly:

In consideration of the Insurers having agreed, at the request of the Insured, to allow the Insured to pay the Annual Premium by monthly instalment, the Insured accepts and agrees to the following:

- i. in the event of the Insurers not receiving the instalment for any reason whatsoever, this Insurance shall, notwithstanding anything to the contrary contained in the policy, be deemed to have been cancelled on the last day of the last month for which an instalment was received by Insurers.
- ii. Reinstatement of this Insurance shall be at the sole discretion of the Insurers, but Insurers shall not unreasonably withhold such reinstatement provided the Insured can give explanations acceptable to the Insurers for the failed payment
- iii. In the event of prior notification of any claim or circumstances that might lead to a claim during the Annual Period of Insurance for which an unpaid monthly instalment applies, Insurers reserve the right to cease all activity on such claim or circumstance and any outstanding matters will be the responsibility of the Insured. Should payments have been made by Insurers on any claims then such payments may be reclaimed from the Insured.

# PL - General Public Liability

**Client Name:** Ducor Civils CC

**Policy No:** ACE98177PL

## **Spread of Fire Condition**

### **Special Provision:**

It is a condition precedent to liability that the insured complies with all requirements for the prevention of spread of fire as contained in the Forest Act, 1984 (Act 122 of 1984) (as amended), the Preservation of Agricultural Resources Act, 1983 (Act 43 of 1983) (as amended) and the National Veld and Forest Fire Act, 1998 (Act 101 of 1998) (as amended) or substituted and all regulations promulgated in terms thereof as well as all other relevant statutory requirements.

Specific Exception to the Spread of Fire Cover:

Damage to sugar cane, crops, plantations and/or forests caused by spread of fire to neighbouring premises is excluded.

Spreading of fire to neighbouring premises (if stated in the policy to be included).

The Specific Exception of this Section relating to spread of fire is cancelled; PROVIDED THAT:

The Company shall not be liable to pay more than the amount stated in the Schedule for any one occurrence; and

It is a condition precedent to liability that the Insured at the time of the occurrence giving rise to a claim complies with all requirements relevant to the National Veld and Forest Fire Act no 101 of 1998 as amended.

## **Special Conditions Concerning Underground Cables, Pipes and Other Services**

It is agreed and understood that otherwise subject to terms, exclusions, provisions and conditions contained in the Policy or endorsed thereon, the Insurers shall only indemnify the Insured in respect of loss of or damage to existing underground cables and /or pipes or other underground services if, prior to the commencement of works, the Insured has inquired with relevant authorities, entities or persons in control (including private service providers) about the exact location position and depth of such cables, pipes or other underground services and has complied with all legislation and takes all necessary steps to avoid damage to all services and utilities.

Claims in respect of legal liability for accidental loss of or damage to such underground services which are in the same position as shown on the survey maps or drawings or way leave documents requested from service providers (authorizing work in a servitude)

or supplied by the authorities shall be payable after applying a deductible as stated in the schedule provided always that the Insured takes reasonable precautions to avoid damaging such services.

Claims in respect of loss or damage to underground services and utilities which are shown on the abovementioned plans or wayleaves but are not located in the same position as shown on the plans or wayleaves shall be payable after applying a deductible of 10% of loss minimum R15, 000 or the deductible reflected in the policy schedule, whichever is the greatest provided always that the Insured takes reasonable precautions to locate and avoid damaging such services.

Insurers will not be liable for loss or damage to services which are not reflected on the drawings nor damage resulting from the Insured's failure to take due care in working around known services.

The indemnity shall in any case be restricted to repair costs of such cables, pipes or other underground services with any Consequential damage and penalties being excluded from the cover.

## **EMERGENCY MEDICAL EXPENSES**

Insurers will indemnify the Insured in accordance with the Indemnity Agreement for all reasonable expenses incurred by the Insured for such immediate emergency medical treatment as may be necessary at the time of an accident causing Bodily Injury to third parties who may be the subject of a claim for indemnity by the Insured in terms of this section.

The following Exclusions will apply to the Emergency Medical Expenses

### **Exclusions:**

1. Any claim arising out of the use or operation of a motor vehicle
2. Employees and or directors and or principals of the Insured

# PL - General Public Liability

**Client Name:** Ducor Civils CC

**Policy No:** ACE98177PL

## STATUTORY NOTICE TO SHORT-TERM INSURANCE POLICYHOLDERS IMPORTANT - PLEASE READ CAREFULLY - DISCLOSURE AND OTHER LEGAL REQUIREMENTS

(This notice does not form part of the Insurance Contract)  
As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information :

### 1. The Intermediary (Insurance Broker)

Roleen Mulder T/as Grator Insurance Brokers  
FSP No: 7554  
Zambesi Country Estate,  
Avocet Str Erf 1040,  
Montana Tuine,

PO BOX 13864,  
SINOVILLE,  
0129  
Tel : 012 548 7151  
Email : grator@telkomsa.net

**The Intermediary (Insurance Broker), when granted an agency agreement,** had Professional Indemnity cover in place.

### 2. Details About The Underwriting Manager

- \* AC and E PI & Liability Underwriting Managers (Pty) Ltd  
Company Registration: 2013/145635/07  
VAT Registration Number: 4090266018  
FSP Registration: 45553  
7th Floor, Office Towers, Bedford Centre, Smith Street,  
Bedford Gardens, 2049  
Telephone: (011) 615 7529 Fax: (011) 615 9360  
EMail: info@engineeringace.co.za
- \* AC and E PI & Liability Underwriting Managers (Pty) Ltd  
holds Professional Indemnity cover through Leppard Underwriting

### Details of how to report a claim

- \* Claims are to be instituted as follows:  
[claims@engineeringace.co.za](mailto:claims@engineeringace.co.za)
- (i) Notify AC and E PI & Liability Underwriting Managers (Pty) Ltd as soon as possible after the event giving rise to the claim and must be submitted in writing with documentary proof of your loss. You will be required to notify the police in the event of a theft or where a criminal act is suspected.
- (ii) Procedures for the submitting of a claim are set out in full detail in your policy document. If you require assistance, contact AC&E PI & Liability Underwriting Managers (Pty) Ltd
- (iii) If you have a dispute regarding a claim that is not resolved to your satisfaction by the broker or the insurer, you may submit the complaint to the Ombudsman for Short-Term Insurance as per the details in 8 below.
- (iv) Take all reasonable steps to prevent further damage or loss.
- (v) Please bear the following in mind:
  - \* Under no circumstances must liability be admitted
  - \* Do not destroy or discard any articles or evidence related to the claim

### Type of policy involved

Please refer to your policy document which contains the name, risk description (class), policy number and type of policy involved.

### General Information

\*For every financial service product marketed by our company, a contract exists between the Underwriter and Insurer.  
\* For practical reasons, our representatives do not carry copies of the contracts on their persons.  
The necessary documentation is available for viewing at our offices.  
\* We have not requested, and the registrar has not granted, any specific exemptions from the FAIS Act.

- \* In case of any queries you may have regarding compliance to the FAIS Act, kindly contact Anne Marie Fourie on 011 615 7529
- \* Neither Anne Marie Fourie nor the FSP, directly or indirectly hold (s) more than 10% shareholding in any insurance companies, nor do we hold any substantial financial interest in any insurance company (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)
- \* The FSP received more than 30% of our total remuneration from a particular insurer during the preceding 12-month period. (If the status of the above changes in any way, you will be notified in writing within 30 days of such change)

(i)The insurance contract is conditional upon and will only come into effect following payment of the premium by the Insured and receipt thereof by or on behalf of the Insurer, and such premium is payable as declared in the policy document

### 3. Details of Contact Person at the Underwriting Manager

Name: Anne-Marie Fourie  
Tel: (011) 615 7529 Fax: (011) 615 9360  
Email: [info@engineeringace.co.za](mailto:info@engineeringace.co.za)  
Legal and Contractual Status: Independent Intermediary

### My Qualifications:

Because of my period of experience in the financial services industry, I am not required to render any financial services under supervision and I am authorised to give financial advice under the following auspices: I am a Representative of this licensed FSP. As I have been registered as 'Fit and Proper' and competent to give financial advice, the licensed FSP accepts full responsibility for the advice which I give to my clients. Full details of any product supplier will be given to you in writing at quotation stage. I stand to receive no personal benefit from the financial services for which I am offering advice other than my remuneration which is based on a combination of Commission & Fees.

### 4. The Insurer

- \* NEW NATIONAL ASSURANCE COMPANY - FSP No: 2603  
P.O. BOX 1610, DURBAN, 4000  
5TH FLOOR, FIELD HOUSE, 25 FIELD STREET, DURBAN, 4001  
Telephone: 031-3342000 Fax: 031-3011166
- \* Compliance / Complaints Officer: Gony Pillay

### 5. Details of AC&E Compliance Officer

Address correspondence to :  
Roy Banks  
Compliance Trust (Pty) Ltd  
Practice Number: 6749  
Tel: 082 575 6427  
Fax: 086 636 5359  
Email: [roy@compliancetrust.co.za](mailto:roy@compliancetrust.co.za)

# PL - General Public Liability

**Client Name:** Ducor Civils CC

**Policy No:** ACE98177PL

## 6. Other matters of importance

Please note that AC&E have implemented a Conflict of interest management policy as required by the FAIS Act and General Code of Conduct. A copy of our policy may be viewed on our website at: [www.engineeringace.co.za](http://www.engineeringace.co.za)

- (a) You must be informed of any material changes to the information provided above.
- (b) If the information was given orally, it must be confirmed in writing within 30 days.
- (c) If any complaint to the intermediary or insurer is not resolved to your satisfaction you may submit the
- (d) The insurer and not the intermediary must give reasons for repudiating your claim.
- (e) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure of such a test may not be the sole reason for repudiating a claim
- (f) Your insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you.
- (g) You are entitled to a copy of the policy free of charge.
- (h) Your Broker receives commissions from your Insurer at the legislated rates. These are currently, 20% on Non-Motor Policies other than Single Project PI which is 15%. Any other amounts due by you will be included in all quotations and renewal documents given to you and will be reflected on your policy schedule.

## 7. Warning

- \* Do not sign any blank or partially completed application form.
- \* Complete all forms in ink.
- \* Keep all documents handed to you.
- \* Make notes as to what is said to you.
- \* Don't be pressurized to buy the product.
- \* Incorrect or non-disclosure by you of relevant facts may influence an insurer on any claims arising from your contract of insurance
- \* All material facts must be accurately, fully and properly disclosed by you. All information provided by you or on your behalf is your responsibility. You need to be satisfied with the accuracy of any transaction submitted by your broker on your behalf.
- \* Misrepresentation, incorrect or non-disclosure by you of any material facts or circumstances may impact negatively on any claims arising from your insurance contract.

## 8. Particulars of Short-term Insurance Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the insurer.

P O Box 32334, BRAAMFONTEIN 2017  
Tel: (011) 726 8900 Fax: (011) 726 5501  
Web Site: [www.osti.co.za](http://www.osti.co.za)

## 9. Particulars of Registrar of Short-term Insurance.

FSCA - Financial Sector Conduct Authority  
Contact number:  
Call Centre: 0800 20 37 22  
Switchboard: 012 428 8000  
Fax: 012 346 6941  
Email: [Info@fsca.co.za](mailto:Info@fsca.co.za)  
Website: [www.fsca.co.za](http://www.fsca.co.za)

Postal Address:  
P.O Box 35655  
Menlo Park  
0120  
Address:  
41 Matroosberg Road  
Ashlea Gardens  
Pretoria  
0002

## 10. Particulars of the FAIS Ombud

Telephone: +27 12 762 5000 / +27 12 470 9080  
Facsimile: +27 12 348 3447 / +27 12 470 9097  
Postal Address: P.O. Box 74571, Lynwood Ridge, 0040  
Website: [www.faisombud.co.za](http://www.faisombud.co.za)  
Sussex Office Park  
Ground Floor, Block B  
473 Lynnwood Road Cnr Lynnwood Road & Sussex Ave,  
Lynnwood,  
0081

## 11. Commissions and Fees

Non Motor Commission : R583.33  
Motor Commission: R Nil  
Non Motor Sasria Commission : R 0.00  
Motor Sasria Commission : R Nil  
UMA Policy Fee : R Nil  
Remuneration : R583.33